held, that the creditor has a concurrent remedy, either at law or in equity. *Bank of United States* v. *Dallam,* 4 Dana (Ky.) 574; *Bank of Poughkeepsie* v. *Ibbotson,* 24 Wend. 473; *Norris* v. *Johnson,* 34 Md. 485; CLARK AND MARSHALL, CORPORATIONS § 821. And this latter view is fairly deducible from the principal case.

DIVORCE—ALIMONY—FOREIGN DECREE—ENFORCEMENT. — Plaintiff obtained a divorce and a decree of $6 per week alimony in Maine. Petition in equity in Massachusetts to recover the arrears due under the Maine decree and to compel security for future installments. *Held,* that plaintiff could not recover since there was no averment that the Maine judgment was a "final" decree. *Page* v. *Page* (1905), — Mass. —, 75 N. E. Rep. 92.

An allegation that the Maine decree "still stands unreversed and in full force" was held not sufficient allegation that it was final. In the case of *Brisbane* v. *Dobson,* 50 Mo. App. 170, an averment that there is no authority in the court to reverse or modify the decree was held sufficient. When the judgment is for a lump sum and is a final decree it is well settled that action can be brought on the judgment in another state under the provision of the United States Constitution (Art. 4, Sec. 1), which provides that full faith and credit shall be given in each state to the records and proceedings in every other state. *Dow* v. *Blake,* 148 Ill. 76, 35 N. E. Rep. 761, 39 Am. St. Rep. 156; *Howard* v. *Howard,* 15 Mass. 196. See for similar principle, *Nunn* v. *Nunn,* 8 Law Rep. Ir. 298. The leading case on this point is *Lynde* v. *Lynde,* 162 N. Y. 405, 48 L. R. A. 679, 76 Am. St. Rep. 332, 181 U. S. 183, in which it was held that the New York court could enforce a New Jersey decree in so far as it gave judgment for alimony due at the time of the decree, but as to future payments, the New Jersey court might change its decree so that it was not "final." But see *Brisbane* v. *Dobson* supra. Courts of England refused to enforce the decrees of the ecclesiastical courts for alimony for more than one year's arrears. *DeBlaquiere* v. *DeBlaquiere,* 3 Hag. Ecc. 322. In the principal case it was intimated that the action should have been at law since there is a plain, adequate and complete remedy there, but this is not the rule of the federal courts which hold that the action may be either at law or in equity. *Barber* v. *Barber,* 21 How., U. S. 582. The usual form of action to enforce alimony decrees is in debt. The payment must be enforced in the foreign state by the methods and forms of action in use there and it has no right to use the means provided by the court granting the decree, as the equitable remedies of sequestration, injunction, etc., *Lynde* v. *Lynde,* supra.

DIVORCE—EPILEPTIC'S MARRIAGE IN VIOLATION OF STATUTE—CONSTITUTIONAL LAW.—Plaintiff, a woman, twenty-two years of age, in 1899 married defendant who concealed the fact that he was an epileptic. They lived together for four years and a child was born, issue of the marriage. Statute (1895 Conn. p. 667, c. 325) prohibited the marriage of an epileptic or imbecile unless the woman was forty-five years of age, under penalty of imprisonment for not less than three years. Plaintiff, upon learning of this statute, left her husband and brought this action, (1) to have the marriage declared

void by reason of the statute, or if the mariagre was not void, (2) for a divorce on the ground of fraudulent contract. *Held,* (1) that the statute did not contravene the provision of the State Constitution, guaranteeing "equal rights under the law to life, liberty and the pursuit of happiness;" (2) that marriage is a contract sui generis and not void although against the provision of a statute, unless there is a specific clause of nullity, which there was not in this case; (3) that while there was no misrepresentation regarding physical incapacity, there was a legal incapacity, and this was a fraudulent contract within the meaning of the statute making it a ground for divorce. *Gould* v. *Gould* (1905), — Conn. —, 61 Atl. Rep. 604.

This statute, prohibiting the marriage of epileptics, has been copied in Michigan (1899), Minnesota (1901), Kansas (1903), and Ohio (1904), but this is the first case that has arisen under any of these statutes. Many states have statutes prohibiting the marriage of divorcees for one or two years after divorce. Marriages within the prohibited period have in nearly every state been held void. *Eaton* v. *Eaton,* 66 Neb. 676, 92 N. W. Rep. 995; *Smith* v. *Fife,* 4 Wash. 702, 30 Pac. Rep. 1059, 17 L. R. A. 573; *Wilhite* v. *Wilhite,* 41 Kan. 154, 21 Pac. Rep. 173. But see *Crawford* v. *The State,* 73 Miss. 172, 81 So. Rep. 848, 35 L. R. A. 224; *In re Grimley,* 137 U. S. 147, 11 Sup Ct. 54, 34 L. Ed. 636. It is also held that there can be no common-law marriage in opposition to a prohibition of this kind. *Keen* v. *Keen,* 184 Mo. 358, 83 S. W. Rep. 526. This is the first time that a divorce has ever been granted in Connecticut on the ground of fraudulent contract although the statute has been in force for over one hundred years making it a ground for divorce. There is a dictum in the early case of *Benton* v. *Benton,* 1 Day 111, to the effect that to amount to a fraudulent contract within the meaning of the statute, there must have been some cause which would have made the marriage void ab initio.

ELECTIONS—CHANGE IN DATE AS AFFECTING PREVIOUS TERM—HOLDING OVER—The constitution of Alabama provides (Art. 6, § 15) that "probate judges shall hold office for the term of six years and until their successors are elected, or appointed, and qualified," and that "their right to hold for that term shall not be affected by any change hereafter made in the mode or time of elections." A former statute (Code 1896, §§ 3054, 3354) provided that they should be elected in August and should hold office for six years from the third day of November next after their election. Under a new statute (Acts 1903, p. 438) the election was held November 8, 1904. *Held,* that the newly elected judge should qualify as soon as convenient after election, and that the present incumbent was not entitled to hold over until November 3, 1905. *Prowell* v. *State ex rel. Hasty et al.* (1905), — Ala. —, 39 So. Rep. 164.

For a discussion of the validity and effect of laws changing the date of elections and incidentally requiring the incumbent to hold beyond his term, see the November number (4 MICH. LAW REV., p. 69). In the present case the court says that it would be beyond the power of the legislature to postpone the qualification of the newly elected judge until November third of the following year, since the legislature cannot extend the tenure of any officer